

NO. 2003-15573

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MPISSTATE OF TEXAS
Plaintiff,

V.

ALEKSANDR NOVIKOV and
VLADLEN BREGER d/b/a
INTERNATIONAL AUTOMOBILE
DRIVERS,
Defendants§
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IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

61st JUDICIAL DISTRICT**AGREED FINAL JUDGMENT AND PERMANENT INJUNCTION**

On this day came on to be considered the above-entitled and numbered cause in which the State of Texas is Plaintiff and Aleksandr Novikov and Vladlen Breger are Defendants. The parties, appearing by and through their attorneys of record, wish to make the following stipulations and agree to the entry of this Final Judgment and Permanent Injunction.

It is stipulated that the parties have compromised and settled all claims stated by Plaintiff in this cause. It is further stipulated that Plaintiff and Defendants agree to and do not contest the entry of this judgment.

The Court then proceeded to read the pleadings and stipulations of the parties, and it appears to the Court that the parties agree to the entry of this judgment and that they have approved entry of this judgment.

The Court finds and the Defendants stipulate that Defendants have obtained money and/or property, by false pretenses, false representations, and/or actual fraud. Defendants made false representations and committed actual fraud by committing knowing and fraudulent falsehoods, as described above, which described facts were relied upon to the detriment of the injured consumers.

Defendants knowingly made false representations with intent to deceive consumers who relied on these false representations, and who therefore sustained loss and damages. Defendants made knowing and intentional misrepresentations by concealing and remaining silent about the fact that the International Drivers Licenses they were selling were not valid in the United States.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Defendants Aleksandr Novikov and Vladlen Breger, their officers, agents, servants, employees, attorneys and any other person in active concert or participation with them who receive actual notice of this order by personal service or otherwise, shall be restrained from engaging in the following acts or practices:

- A. Charging consumers or clients for goods and services which are not in fact provided or performed;
- B. Representing, expressly or by implication, that Defendants are legally authorized to issue any type of driver's license or permit;
- C. Representing, expressly or by implication, that any governmental body or agency, including the United Nations, sanctions Defendants' goods or services when it does not;
- D. Selling, marketing, offering, or advertising the sale of any type of driver's permit or license, including, but not limited to, International Driver's Licenses;
- E. Representing, expressly or by implication, to any person that possessing an identification card or international driver's license gives or allows one the legal right to drive or operate a motor propelled vehicle in the United States or its territories;
- F. Representing to anyone, expressly or by implication, that possessing an identification card sold by the Defendants will aid or assist them in any way;
- G. Representing to anyone, expressly or by implication, that the governments of other

states or other nations (including the United States) have agreed to accept International Driver's Licenses or permits as a valid license or permit to operate a motor propelled vehicle;

H. Representing to anyone, expressly or by implication, that a license or permit sold by Defendants can legally serve as a substitute for a driver's license when approached by law enforcement officials;

I. Representing to anyone, expressly or by implication, that an international license or permit sold by Defendants or anyone else is sufficient as a driver's license for the purpose of obtaining automobile insurance;

J. Representing to anyone, expressly or by implication, that automobile insurance companies accept an International permit or license sold by Defendants or anyone else as a valid driver's license;

K. Representing to anyone, expressly or by implication, that possessing an International Driver's license or permit sold by Defendants or any non-authorized agency can or will protect someone from arrest, traffic tickets or other law enforcement measures that may be taken against them;

L. Producing, publishing, or distributing print advertisements, brochures, radio or television commercials, websites or other promotional materials that make any reference to any type of International Driver's License, or driver's license or permit;

M. Representing that Defendants are legally authorized to issue any type of driver's license or permit;

N. Being employed by, working as an independent contractor for, or being a consultant or agent for any business where the product being sold is one which purports to convey the right to

drive or operate a motor vehicle upon individuals who do not have a valid driver's license in a particular jurisdiction, state, country or province;

O. Owning, managing, or operating any business where the product being sold is one which purports to convey the right to drive or operate a motor vehicle upon individuals who do not have a valid drivers license in a particular jurisdiction, state, country or province; and

P. Engaging in the sale, marketing, or advertising of any type of document which purports to be a drivers license or driving permit.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that, as used in this Judgment, the following terms are defined as follows:

1. "Goods" means tangible chattels or real property purchased or leased for use.
2. "Services" means work, labor, or service purchased or leased for use, including services furnished in connection with the sale or repair of goods.
3. "Person" or "anyone" means any individual, partnership, corporation, association, or other group, however organized.
4. "Consumer" means an individual, partnership, corporation, this state, or a subdivision or agency of this state who seeks or acquires by purchase or lease, any goods or services.
5. "Trade" and "Commerce" mean the advertising, offering for sale, sale, lease, or distribution of any good or service, of any property, tangible or intangible, real, personal, or mixed, and any other article, commodity, or thing of value, wherever situated, and shall include any trade or commerce directly or indirectly affecting the people of this state.
6. "Driver's license," "International Driver's license", or "driving/driver's permit" means any good or service being sold which purports in any way to convey the right or privilege to

drive or operate a motor vehicle in any jurisdiction upon individuals who do not have a valid driver's license in that particular jurisdiction.

IT IS FURTHER ORDERED that the State of Texas have judgment and recover from Defendants Aleksandr Novikov and Vladlen Breger, jointly and severally, the sum of Three Hundred Fifty Thousand and No/100 Dollars (\$350,000.00) for payment of restitution to consumers who purchased International Driver's licenses or permits from Defendants and which constitutes consumer deposits for goods or services for personal or household use and which do not constitute an antecedent debt with respect to this litigation. The State of Texas shall disburse restitution to consumers as it deems advisable and necessary. In the event any portion of this restitution judgment is not able to be distributed to consumers within a reasonable time period, such amounts shall revert to Plaintiff, State of Texas, as additional attorney fees.

IT IS FURTHER ORDERED that the State of Texas have judgment and recover from Defendants Aleksandr Novikov and Vladlen Breger, jointly and severally, the sum of Twenty Five Thousand and No/100 Dollars (\$25,000) for civil fines and penalties to or for the benefit of the State of Texas, a governmental unit, which is not compensation for any actual or pecuniary loss.

IT IS FURTHER ORDERED that the State of Texas have judgment and recover from Defendants Aleksandr Novikov and Vladlen Breger, jointly and severally, the sum of One Hundred Twenty Five Thousand and No/100 Dollars (\$125,000) for reimbursement of the State's attorney fees and investigative costs incurred in this case, which are for the benefit of the State of Texas, a governmental unit, which is not compensation for any actual or pecuniary loss.

The clerk of the court is hereby directed to issue a Writ of Permanent Injunction to each of the Defendants and to issue such writs of execution or other process necessary to enforce this Agreed

Final Judgment and Permanent Injunction.

IT IS FURTHER ORDERED that all other costs of court expended or incurred in this cause be borne by the party incurring the same.

All relief not expressly granted herein is denied.

Signed this _____ day of AUG 13 2003, 2003

JUDGE PRESIDING
JOAN DONOVAN

AGREED:



SARAH J. HINOJOSA

Assistant Attorney General

808 Travis, Suite 300

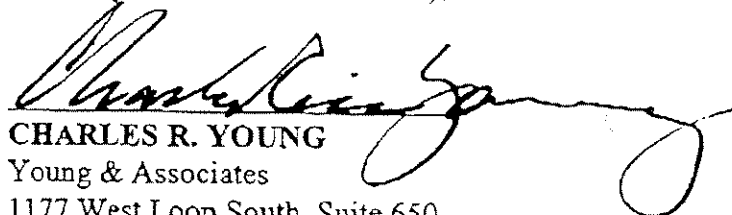
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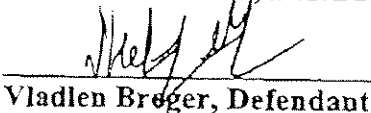
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Attorney for Aleksandr Novikov and Vladlen Breger



Aleksandr Novikov, Defendant




Vladlen Breger, Defendant

F I L E D
CHARLES MACARISSE
District Clerk

AUG 13 2003

Harris County, Texas

By  Deputy


MICHAEL CURRY

Young & Associates

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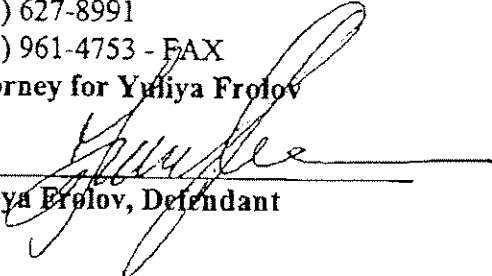
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Attorney for Yuliya Frolov


Yuliya Frolov, Defendant